



2015 00143818
 Bk: 65971 Pg: 191 Doc: EASE
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RECORD AND RETURN TO:
 Anderson & Kreiger LLP
 One Canal Park, Suite 200
 Cambridge, MA 02141
 Attn: Benjamin A. Eastwood

Recording Information Area

DEED OF EASEMENTS FOR BIKE PATH PURPOSES

Robert E. Anderson, trustee of the Wedgewood Realty Trust, a Massachusetts realty trust created under a Declaration of Trust dated July 6, 1983, and recorded in the Middlesex South Registry of Deeds (the "Registry") in Book 15114, Page 247 ("Grantor"), owner of certain real property known as 18-22 Main Street, Acton, Massachusetts, and described with more particularity on Exhibit A attached hereto ("Grantor's Land"), in consideration of the payment of \$153,315.00 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby grants to The Town of Acton ("Grantee"), a municipal corporation with a principal address of 472 Main Street Acton, Massachusetts, its successors and assigns, with Quitclaim Covenants, non-exclusive permanent and perpetual rights-of-way and easements for recreational purposes in accordance with M.G.L. c. 21 § 17C for a public bike path, as that term is defined by M.G.L. c. 90E, § 1, including, the right to pass and re-pass on non-motorized vehicles and on foot, and to design, construct, operate, maintain, repair, replace, relocate, inspect, upgrade, and use a public multi-use rail-trail and bike path for recreational purposes by pedestrians, bicycles and other non-motorized vehicles, and including all uses to which such multi-use rail-trails and bike paths are commonly used in the Commonwealth now and in the future and to make any and all reasonable use of the premises incidental to such use (including emergency access by authorized public safety and ambulance personnel in cases of emergencies, including emergency access by motorized vehicles), over that portion of Grantor's Land depicted as parcels A-E-15, A-E-20, A-E-21, and A-E-23 (the "Trail Parcels") on the plan by Greenman-Pedersen, Inc. titled "Easement Locations in the Town of Acton Prepared for Wedgewood Realty Trust" and dated June 19, 2015, recorded herewith with the Registry ("Easement Plan"). Notwithstanding any language herein to the contrary, the Permanent Easement Parcels shall not be opened for public use unless and until all reasonably necessary improvements are installed by the Town or its agents, assigns and contractors, as determined by inspections by the Massachusetts Department of Transportation in accordance with all applicable laws.

Grantor hereby grants Grantee a non-exclusive permanent and perpetual easement over the area depicted as parcel A-E-22 on the Easement Plan for the purpose of providing emergency access by authorized public safety and ambulance personnel in cases of emergencies to the multi-use rail-trail located on both the Trail Parcels and on other properties (the "Emergency Access").

Parcel", and together with the Trail Parcels, the "Permanent Easement Parcels"), including the right to pass and re-pass by foot, motorized vehicles and non-motorized vehicles by authorized public safety and ambulance personnel over such Emergency Access Parcel for such emergency purposes. Except for emergency purposes, no right to park motorized vehicles on the Premises is granted under this Deed of Easements.

In addition to the foregoing easements over the Permanent Easement Parcels, Grantor hereby grants Grantee a non-exclusive temporary easement over: (a) that portion of Grantor's Land depicted as parcels A-TE-29, A-TE-32, A-TE-54 and A-TE-28 (the "Grading Parcels") for the purpose of grading and following completion of such grading activity, applying loam and seed to the Grading Parcels; and (b) that portion of Grantor's Land depicted as parcel A-TE-49 on the Easement Plan (the "Hydrant Parcel") for the purpose of relocating an existing hydrant and bollards and installing two parking stalls and then finish-grading, loaming and seeding the remaining area of the Hydrant Parcel; and (c) that portion of Grantor's Land depicted as parcel A-TE-30 on the Easement Plan (the "Curb Parcel") and together with the Grading Parcels and the Hydrant Parcel, the "Temporary Easement Parcels", and together with the Permanent Easement Parcels, the "Easement Parcels") for the purpose of grading and following completion of such grading activity, replacing a portion of asphalt and curbing and applying loam and seed to the Curb Parcel.

The foregoing temporary easements over the Temporary Easement Parcels shall automatically expire three (3) years from the date of recording of this deed without further action of the parties to effect termination.

Additional Terms and Conditions

1. Whenever Grantee performs any construction, repair or maintenance activities under this Deed of Easements, Grantee shall comply fully with any federal, state or local laws, regulations, ordinances, permits or other authorizations or approvals or other requirements relating to storm water discharges or the control of erosion or sediment discharges from construction projects, including but not limited to the Clean Water Act, 33 U.S.C. § 1251 et seq., and the Storm Water General Permit for Discharges Associated with Construction Activities (collectively the "Storm Water Requirements").

2. Further, whenever Grantee performs any construction, repairs or maintenance activities under this Deed of Easements, Grantee shall secure, maintain and comply with all required licenses, permits and certificates relating to, or otherwise necessary or appropriate for, the construction, installation, repair, replacement and maintenance of either Grantee's improvements and use of the Permanent Easement Parcels as provided for herein. Grantee shall comply with any and all applicable federal, state and local laws, rules, regulations, statutes, codes, orders and ordinances, including, but not limited to, those governing the prevention, abatement and elimination of pollution and/or protection of the environment and the employment of its workers. Except as explicitly set forth herein, the Grantor will not be responsible for any costs or expenses associated with the construction, use, maintenance and repair of the Rail-trail.

3. No construction equipment, tools or materials shall be stored within the paved portions of the Grantor's land, without the Grantor's permission.

4. Nothing in this Deed of Easements limits the ability of the Grantor and Grantee to avail themselves of the protections offered by any applicable law affording immunity to Grantor and Grantee including, to the extent applicable, the so-called "Recreational Use Statute", M.G.L. c. 21, §17C(a). This Deed of Easements is granted for the express purpose of permitting members of the public to use such land for recreational purposes, at their own risk, without imposing a charge or fee therefor, and neither Grantor or Grantee shall at any time impose a charge or fee on members of the public for the use of the public bike path to be created on the Permanent Easement Parcels or for any other purpose.

5. Notwithstanding any terms to the contrary herein, Grantor reserves the right to move snow from the parking lot located on Grantor's Land onto the Permanent Easement Parcels in the same locations and manner as is Grantor's current practice, provided, however, that Grantor shall take reasonable care to protect the condition of the Permanent Easement Parcels when depositing snow on the Permanent Easement Parcels and shall be responsible for repairing any damage caused by Grantor (or Grantor's agents or employees) in connection with depositing snow on the Permanent Easement Parcels.

6. This Deed of Easements does not obligate Grantor to remove snow from the Easement Parcels for rail trail purposes, provided, however, that this Deed of Easements shall not affect the obligations of Grantor to remove snow from portions of the Easement Parcels if otherwise required by law or under separate agreement (e.g. a requirement to clear sidewalks located on Grantor's Land or a contractual obligation of Grantor to a third party to clear all or any portion of the Emergency Access Parcel). Grantee may opt to remove snow from any, all or no portion of any, some or all of the Easement Parcels in its absolute and sole discretion. Grantee shall not relocate snow from any of the Easement Parcels to the parking lot currently located on Grantor's Land.

7. Grantor and Grantee acknowledge and agree that nothing contained in this Deed of Easements shall be intended to permit Grantee or the users of the Easement Parcels to enter upon or park upon any portion of Grantor's Land outside the Easement Parcels.

8. Grantor reserves the right to erect, maintain, and replace fencing (typically along the edge of the Permanent Easement Parcels), in continuous locations, reasonably necessary to impede pedestrian and vehicular access and egress between the Trail Parcels and other land of the Grantor, or gates or other access controls along those portions of Grantor's Land within the Easement Area to implement this provision. The Grantor may install and reasonably maintain "Private Property, No Trespassing" signs at locations selected by the Grantor. The Grantor reserves the right to post signs within the Grantor's Land, including within the Permanent Easement Parcels to discourage and prohibit trespassing and/or unauthorized parking. All rights reserved by Grantor under this Section 8 shall be subject to, and shall not minimize, restrict, obstruct or otherwise interfere with, the right of Grantee and the public to use the Trail Parcels for the purposes set forth above.

9. Grantee agrees to install, maintain, and as needed replace the fence and gate shown on the "construction Plan & Profile" sheet no. 56 with typical photo attached hereto as Exhibit B.

10. Grantee agrees that the rights contained herein shall not interfere with Grantor's rights to use, inspect, repair, upgrade, install and/or replace sewer lines, pipes, pumps, equipment or any related underground infrastructure or any other underground utility lines, pipes, equipment or infrastructure within any portion of the Easement Parcels. In its design and bid documents for the construction of a public bike path, Grantee agrees to require the design engineer to locate the subsurface sewer line on its design documents to be submitted to bidders for construction. In the event of any such work by Grantor affecting the Easement Parcels, Grantor shall reasonably and promptly restore the affected portion of the Easement Parcels to its condition prior to said work. In the event of non-emergency repairs, Grantor shall provide Grantee one (1) week prior notice so that the Grantee may advise the bike path users and, if necessary, redirect user traffic.

11. Grantor hereby agrees not to grant any other easements, leases, deeds, licenses or any other rights to the Permanent Easement Parcels, and Grantor further agrees not to grant any other easements, leases, deeds, licenses or any other rights to the Temporary Easement Parcels within three (3) years from the date of recording of this deed, that will materially interfere with Grantor's use of the Permanent Easement Parcels or the Temporary Easement parcels (respectively) or the Grantee's improvements without the prior written consent of Grantee. The grant by the Grantor, its successors and/or assigns of easements, leases, deeds or any other rights to the Easement Parcels in the ordinary course of the leasing, sale, use and/or improvement of the Grantors Land which do not impair the rights of the Grantor in the Easement Parcels, or Grantee's improvements thereto, shall not require any prior consent, written or otherwise, from the Grantee. Any easement, lease, deed, license, or any other rights granted in violation of this provision shall be null and void.

12. Grantor acknowledges that Grantee's contemplated work within the Permanent Easement Parcels is part of the planned Assabet River Rail Trail, which is subject to construction, funding and design third party approvals. Notwithstanding anything set forth herein to the contrary, Grantor agrees to cooperate in any manner reasonably necessary to assist the Grantee in obtaining such construction, funding and design approvals.

13. All rights and privileges granted herein, including all benefits and burdens, shall run with the land and shall be binding upon and inure to the benefit of the parties hereto, their respective successors, assigns, and legal representatives.

For Grantor's title see instruments recorded in the Registry in Book 15114, Page 250; Book 15316, Page 533; and Book 17178, Page 196.

EXECUTED under seal as of this 24 day of August, 2015.

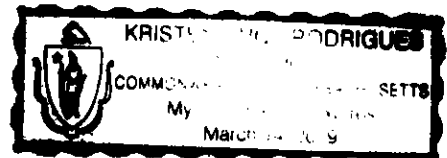
By: Robert E. Anderson
Robert E. Anderson, not individually but as
Trustee of Wedgewood Realty Trust

COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX, SS.

On this 24 day of August, 2015, before me, the undersigned Notary Public, personally appeared the above named Robert E. Anderson, not individually but as Trustee of Wedgewood Realty Trust, proved to me through satisfactory evidence of identification, which was MA drivers license, to be the person whose name is signed on the preceding or attached document and acknowledged to me that he signed it voluntarily for its stated purpose.

Kristen Anne Rodrigues
Notary Public Kristen Anne Rodrigues
My Commission Expires: 3/14/2019

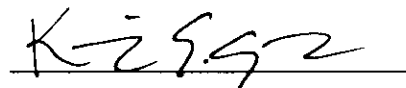


ACCEPTANCE AND AGREEMENT
TOWN OF ACTON

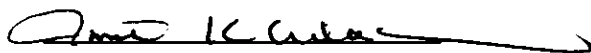
Accepted by the Town of Acton.

TOWN OF ACTON

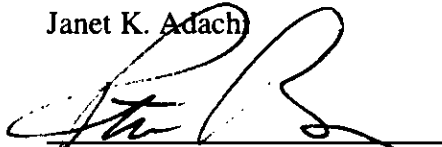
By its Board of Selectmen



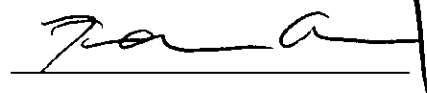
Katie Green, Chair



Janet K. Adachi



Peter Berry



Franny Osman

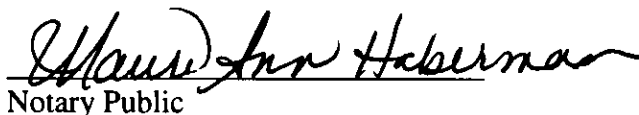


Chingsung Chang

COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX, SS.

On this 20 day of August, 2015, before me, the undersigned Notary Public, personally appeared Katie Green, Janet K. Adachi, Peter Berry, Franny Osman and ~~Chingsung Chang~~ Chingsung Chang proved to me through satisfactory evidence of identification, which was known to me, to be the persons whose names are signed on the preceding document, and acknowledged to me that he/she/they signed it voluntarily for its stated purpose, and that he/she/they has/have authority to sign as a/the Member(s) of the Board of Selectmen of the Town of Acton, before me.


Notary Public

My Commission Expires:

